



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 19, 2016


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 January 19, 2016


PATRICK O'GAWA
ACTING EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO ENTER INTO A COOPERATIVE AGREEMENT WITH
THE CITY OF LONG BEACH TO CONTRIBUTE FUNDING FOR CITY DEBRIS
REMOVAL ACTIVITIES RELATED TO THE LOS ANGELES RIVER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to direct the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an agreement with the City of Long Beach to provide the City up to \$500,000 for maintenance activities related to the removal of debris deposited on City beaches and marinas generated by upstream land uses and conveyed by storm flows in the Los Angeles River.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the recommended action below is exempt from the provisions of the California Environmental Quality Act.
2. Direct the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an agreement with the City of Long Beach that would provide for the Los Angeles County Flood Control District to contribute up to \$500,000 to the City for maintenance activities related to the removal of debris deposited on City beaches and marinas generated by upstream land uses and conveyed by storm flows in the Los Angeles River and to take all steps necessary to implement the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board previously approved last year's agreement with the City of Long Beach (City), allowing the Los Angeles County Flood Control District (LACFCD), to provide funding to the City for the removal of debris deposited on City beaches and marinas up to a maximum of \$500,000 in Fiscal Year 2014-15. That agreement expired on June 30, 2015.

The purpose of the recommended actions is to direct the Chief Engineer of the LACFCD or her designee to execute an agreement substantially similar to the enclosed agreement with the City. The agreement establishes a collaborative partnership between the LACFCD and the City for maintenance activities related to the cleanup of debris deposited on City beaches and marinas that is generated by upstream land uses and conveyed by the Los Angeles River (LAR). The new proposed agreement would terminate on June 30, 2016.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2). The recommended actions will help meet these goals by assisting the City with funding for the removal of debris deposited on City beaches and marinas generated by upstream land uses and conveyed by storm flows in the LAR, which results in effective maintenance activities and an improvement of quality of life in our community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The LACFCD will provide the City up to \$500,000 for debris removal activities. Funding for this agreement is included in the Flood Fund Fiscal Year 2015-16 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed agreement is exempt from the provisions of the California Environmental Quality Act (CEQA). This proposed action is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

This agreement will provide the City with LACFCD funding assistance necessary to remove debris from the beaches and marinas generated by upstream land uses and conveyed by storm flows in the LAR from July 1, 2015, to June 30, 2016.

CONCLUSION

The Honorable Board of Supervisors

1/19/2016

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Please return an adopted copy of this letter to the Department of Public Works, Watershed Management Division. After final approval by the Chief Engineer of the LACFCD or her designee, the fully executed original of the agreement will be provided for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:ARG:sw

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as the LACFCD), a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY).

WITNESSETH

WHEREAS, the LACFCD operates flood control facilities within the Los Angeles River Watershed that eventually drain to the mouth of the Los Angeles River within the CITY's boundary; and

WHEREAS, the LACFCD has installed a trash collection device in the Los Angeles River to reduce deposition of storm laden trash, vegetation, and other floating, urban debris generated by upstream land uses and emanating from the Los Angeles River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, the above-mentioned trash collection device have captured an approximate average of 1,300 tons of trash per year since the 2007-08 Fiscal Year.

WHEREAS, the Los Angeles River Trash Total Maximum Daily Load ("Trash TMDL") - adopted by Los Angeles Regional Water Quality Control Board Resolution No. 07-012 on August 9, 2007, and made effective on September 23, 2008 – assigns waste load allocations to the County of Los Angeles and 42 cities within the Los Angeles River Watershed including the CITY, hereinafter collectively referred to "Tributary Cities."

WHEREAS, the LACFCD is not assigned a waste load allocation by the Trash TMDL, but has, since 2007 worked collaboratively with the Tributary Cities to reduce trash in the Los Angeles River and the local beaches; and

WHEREAS, the LACFCD is willing to voluntarily assist the CITY in this regard in Fiscal Year 2015-16.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the LACFCD and the CITY and of the promises herein contained, it is hereby agreed as follows:

(1) THE LACFCD AGREES:

- a. To reimburse the CITY for costs incurred by the CITY for cleaning debris deposited on the CITY beaches and marinas generated by upstream land uses and conveyed by runoff in the Los Angeles River up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- b. To pay all eligible and documented costs identified in CITY'S invoices described in Section (2)a, below.

- c. To continue to cooperate with the CITY efforts to implement source control and treatment control Best Management Practices to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems.
- d. To develop data collection methods and reporting criteria to quantify the LACFCD'S efforts specified in paragraph (1)c above and the effect of the source control and treatment control Best Management Practices on the CITY beaches and marinas.

(2) CITY AGREES:

- a. To submit to the LACFCD quarterly invoices for work performed and eligible for payment under the terms of this AGREEMENT. Invoices shall be accompanied by support documentation, identifying the date, specific site location, personnel, hours, and nature of qualifying work.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, to notify the LACFCD of those costs that are eligible for reimbursement from any such agency and to refund to the LACFCD the amount received from any such agency within thirty (30) calendar days of the receipt of any such reimbursement, not to exceed the amount paid to the CITY by the LACFCD.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended, modified, and canceled by the LACFCD or the CITY by providing a written notice within one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending payment shall not be affected by such cancellation, but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.
- b. The LACFCD shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where the CITY'S costs are eligible for reimbursement from any other agency (Federal, State, or local) or for any costs in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. This AGREEMENT shall terminate on June 30, 2016.
- d. The CITY shall not, under any circumstances, allow or direct work crews to enter or modify the LACFCD storm drain systems.
- e. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:

CITY: Mr. Stephen Scott
Interim Director of Parks, Recreation, and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815-1697

LACFCD: Ms. Gail Farber
Chief Engineer
County of Los Angeles
Department of Public Works
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

- f. Neither the LACFCD nor any officer, employee, or agent of the LACFCD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work performed by the CITY referenced in this AGREEMENT. It is also understood and agreed that the CITY shall fully indemnify, defend, and hold the LACFCD and its officers, employees, and agents harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by the CITY referenced in this AGREEMENT.
- g. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on _____, 2015, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2015.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF LONG BEACH

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

DC:sw

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